



STATE OF NEW MEXICO SOLE SOURCE REQUEST AND DETERMINATION FORM

A sole source **determination** is not effective until the **sole source request for determination** has been posted for thirty (30) calendar days without challenge, and subsequently approved in writing by the State Purchasing Agent or, for Professional Services Agreements, the Secretary of the Department of Finance and Administration. The foregoing requirement is regardless of whether the **sole source request for determination** has been signed by the Agency and/or the Contractor.

- I. Name of Agency: *City of Las Vegas*
- Agency Chief Procurement Officer: *Helen Vigil*
- Telephone Number: *(505) 454-1401*
- Agency Contact for this request: *Field Customer Service,
Utilities Department*
- Telephone Number & Email Address: *(505) 454-3832*
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- II. Name of prospective Contractor: *Core And Main*
- SHARE Vendor Number (must be active): *06743*
- Address of prospective Contractor: *6135 Second Street NW
Albuquerque, NM 87107*
-
- Contact Name, Telephone Number and Email Address: *Terri Baker
(505) 344-0223
Terri.Baker@coreandmain.com*

Amount of prospective contract before tax: **\$ 5,662.29**

Estimated tax amount (tax is subject to change): **\$ 421.16**

Term of prospective contract: **November 1, 2020 to October 31, 2021**

Note: For terms longer than one year, Request for Policy Exemption from DFA MUST be included.

- III. Agency is required to state purpose/need of purchase and thoroughly list the services (scope of work), construction or items of tangible personal property of the prospective contract (if this is an amendment request to an existing contract, include current contract number issued by SPD):

The annual contract is needed for maintenance and repair of Meter Reading Equipment and Software that is also needed for the billing process. The equipment and software run off neptune technology programs. The contract insures that all meter reading equipment and software are upheld in an effective proper high quality standard to substantiate this brand/type of programming.

- IV. Provide a detailed explanation of the criteria developed and specified by the agency as necessary to perform and/or fulfill the contract and upon which the state agency reviewed available sources. (Do not use “technical jargon;” use plain English. Do not tailor the criteria simply to exclude other contractors if it is not rationally related to the purpose of the contract.)

Field Customer Service meter reading equipment and software run solely on neptune technology programs developed and implemented by Neptune Technology Group to gather precise data to continuously serve our customer base.

- V. Provide a detailed, sufficient explanation of the reasons, qualifications, proprietary rights or unique capabilities of the prospective contractor that makes the prospective contractor ***the one source*** capable of providing the required professional service, service, construction or item(s) of tangible personal property. (Please do not state the source is the “best” source or the “least costly” source. Those factors do not justify a “sole source.”)

The Neptune Technology Group sole distributor facility in the state of New Mexico is Core and Main. Neptune Technology Group is the only company that repairs, services, and maintenances the Field Customer Service meter reading equipment and software.

- VI. Provide a detailed, sufficient explanation of how the professional service, service, construction or item(s) of tangible personal property is/are ***unique and how this uniqueness is substantially related to the intended purpose of the contract.***

Neptune Technology Group is the only company that developed facilitated and manufactured neptune programs that can repair and maintenance the meter reading equipment and software.

- VII. Explain why other similar professional services, services, construction or item(s) of tangible personal property ***cannot*** meet the intended purpose of the contract.

Neptune technology programs are not compatible to any other professional services other than Core and Main distributors in New Mexico to enable Neptune Technology Group to complete these repair services.

VIII. Provide a narrative description of the agency's due diligence in determining the basis for the procurement, including procedures used by the agency to conduct a review of available sources such as researching trade publications, industry newsletters and the internet;; contacting similar service providers; and reviewing the State Purchasing Divisions' Statewide Price Agreements. Include a list of businesses contacted (***do not state that no other businesses were contacted***), date of contact, method of contact (telephone, mail, e-mail, other), and documentation demonstrating an explanation of why those businesses could not or would not, under any circumstances, perform the contract; or an explanation of why the agency has determined that no businesses other than the prospective contractor can perform the contract.

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Certified by:

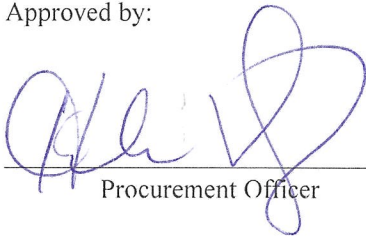
Date: 10/13/20



Department Director

Approved by:

Date: 10/13/2020



Procurement Officer

APPROVED:

Date: 10-14-20



Finance Director



Bid Proposal for Las Vegas - Maintenance Renewal

CUSTOMER	CITY OF LAS VEGAS 905 12TH STREET LAS VEGAS, NM 87701	Job Las Vegas - Maintenance Renewal Bid Date: 10/06/2020 Bid #: 1472559
	Sales Representative Terri Baker (M) 505-301-0511 (T) 505-344-0223 (F) 505-344-0350 Terri.Baker@coreandmain.com	Core & Main 6135 Second Street NW Albuquerque, NM 87107 (T) 505-344-0223
CONTACT		
NOTES		



Bid Proposal for Las Vegas - Maintenance Renewal

CITY OF LAS VEGAS
Bid Date: 10/06/2020
Core & Main 1472559

Core & Main
 6135 Second Street NW
 Albuquerque, NM 87107
Phone: 505-344-0223
Fax: 505-344-0350

Seq#	Qty	Description	Units	Price	Ext Price
10	1	13720-101 N_SIGHT SOFTWARE <5000; 5.6	EA	2,850.00	2,850.00
30	1	13721-008 R900 BELTCLIP TRANSC SERIAL # BC000381	EA	312.45	312.45
50	1	13721-008 R900 BELTCLIP TRANSC SERIAL # BC000444	EA	312.45	312.45
70	1	13721-008 R900 BELTCLIP TRANSC SERIAL # BC002670	EA	312.45	312.45
90	1	13721-008 R900 BELTCLIP TRANSC SERIAL # BC301713	EA	156.23	156.23
110	1	13721-008 R900 BELTCLIP TRANSC SERIAL # BC301716	EA	156.23	156.23
130	1	13721-008 R900 BELTCLIP TRANSC SERIAL # BC301717	EA	156.23	156.23
150	1	13721-006 TRIMBLE NOMAD HH SERIAL # ES4DC91038	EA	468.75	468.75
170	1	13721-006 TRIMBLE NOMAD HH SERIAL # ES4EC91234	EA	468.75	468.75
190	1	13721-006 TRIMBLE NOMAD HH SERIAL # VS0QC04275	EA	468.75	468.75
		ANNUAL MAINTENANCE RENEWAL FOR ITEMS LISTED ABOVE			
		FROM: 11/1/2020			
		TO: 10/31/2021			
		QUO-82409-Q3X4Y0			
				Sub Total	5,662.29
				Tax	421.16
				Total	6,083.45

Branch Terms:

UNLESS OTHERWISE SPECIFIED HEREIN, PRICES QUOTED ARE VALID IF ACCEPTED BY CUSTOMER AND PRODUCTS ARE RELEASED BY CUSTOMER FOR MANUFACTURE WITHIN THIRTY (30) CALENDAR DAYS FROM THE DATE OF THIS QUOTATION. CORE & MAIN LP RESERVES THE RIGHT TO INCREASE PRICES UPON THIRTY (30) CALENDAR DAYS' NOTICE TO ADDRESS FACTORS, INCLUDING BUT NOT LIMITED TO, GOVERNMENT REGULATIONS, TARIFFS, TRANSPORTATION, FUEL AND RAW MATERIAL COSTS. DELIVERY WILL COMMENCE BASED UPON MANUFACTURER LEAD TIMES. ANY MATERIAL DELIVERIES DELAYED BEYOND MANUFACTURER LEAD TIMES MAY BE SUBJECT TO PRICE INCREASES AND/OR APPLICABLE STORAGE FEES. THIS BID PROPOSAL IS CONTINGENT UPON BUYER'S ACCEPTANCE OF SELLER'S TERMS AND CONDITIONS OF SALE, AS MODIFIED FROM TIME TO TIME, WHICH CAN BE FOUND AT: <https://coreandmain.com/TandC/>



A NEPTUNE TECHNOLOGY GROUP WARRANTY STATEMENT

N_SIGHT™ Software

The warranty on N_SIGHT™ software extends 12 months from shipment date. Warranty services provided during the warranty period are:

- Free replacement software for software with defects in the media on which the software is delivered
- Replacement software shipped within 48 hours of customer notifying System Support of problem
- Free software upgrades, patches and corrections within the warranty period
- Toll-free assistance at Customer Support 1-800-647-4832
- These services are purchaser's exclusive remedy for warranty issues

SOFTWARE MAINTENANCE

Extended software maintenance contracts are available from your Authorized Neptune Sales Representative.

Maintenance contract services provided during extended period include:

- Replacement software media shipped within 48 hours of customer notifying system support of problem
- Free software updates, upgrades, patches and corrections within the life of the maintenance contract.
- Toll-free assistance 1-800-647-4832

NEPTUNE DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.





A NEPTUNE TECHNOLOGY GROUP WARRANTY STATEMENT

R900® Belt Clip Transceiver

WARRANTY - HARDWARE

The warranty on the R900® Belt Clip Transceiver is 12 months from shipment date. Warranty services provided during the warranty period are:

- For a unit defective in materials or workmanship, free repair of unit, including parts and labor (unless damaged by abuse or negligence)
- Return shipment of repaired product via prepaid ground service
- Repair turnaround time of five (5) working days, excluding transit time
- Toll-free assistance provided by Customer Support 1-800-647-4832
- These services are the purchaser's exclusive remedy for warranty issues

EXTENDED MAINTENANCE ENTITLEMENT

Extended maintenance entitlement is available from your authorized Neptune Sales Representative. Maintenance entitlement provided during extended period is:

- Free repair of unit, including parts and labor
- Return shipment of repaired product via prepaid ground service
- Repair turnaround time of five (5) working days, excluding transit time
- Toll-free assistance provided by Customer Support 1-800-647-4832

NOT INCLUDED IN EXTENDED MAINTENANCE ENTITLEMENT

- Accessories including rechargeable batteries, cables, charger, etc.
- Equipment damaged by abuse or negligence, or environmental damage such as a result of fires and storms
- Firmware modifications
- Priority Overnight return shipment of repaired units

REPAIR NOTES

A Return Material Authorization (RMA) number MUST accompany all incoming repairs. This number may be obtained by contacting Customer Support at support@neptunetg.com or 1-800-647-4832.

- Customer pays all incoming shipment charges.
- Repair turnaround (non-warranty/non-maintenance) is approximately 15 business days*, excluding transit (*not including days required to obtain a purchase order for the repairs).
- All outgoing repairs are shipped ground service.
- Requested Priority Overnight return shipment is paid by the purchaser.
- Repair warranty is 90 days from shipment date.

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A NEPTUNE TECHNOLOGY GROUP WARRANTY STATEMENT

Trimble Nomad and Trimble Ranger

WARRANTY - HARDWARE

The warranty on the Trimble Nomad 900B/900LE, 1050B/1050LE, and Trimble Ranger 3XE is twenty-four (24) months from shipment date. Warranty described in this section applies to Trimble units only; excludes any accessories. Warranty services provided during the warranty period are:

- For a unit defective in materials or workmanship, free repair of unit, including parts and labor (unless damaged by abuse or negligence)
- Return shipment of repaired product via prepaid ground service
- Repair turnaround time of five (5) working days, excluding transit time
- Toll-free assistance provided by Customer Support 1-800-647-4832
- These services are the purchaser's exclusive remedy for warranty issues

ENTITLEMENTS/EXTENDED MAINTENANCE CONTRACT SERVICES

Entitlements or extended maintenance contracts are available from your Authorized Neptune Sales Representative. Entitlement services provided during extended period are:

- Free repair of unit, including parts and labor
- Return shipment of repaired product via prepaid ground service
- Repair turnaround time of five (5) working days, excluding transit time
- Toll-free assistance provided by Customer Service 1-800-647-4832

ENTITLEMENT EXCLUSIONS AND CONDITIONS

- Accessories including: rechargeable batteries, cables, cradles and antennas
- Equipment damaged by abuse or negligence or environmental damage such as a result of fires and storms
- Firmware modifications
- Priority Overnight return shipment of repaired units

WARRANTY - ACCESSORIES

Accessories are warrantied for 90 days from the shipment date. Accessories include: rechargeable batteries, cables, cradles, antenna, etc. Entitlements are not available for accessories.

REPAIR NOTES

- A Return Material Authorization (RMA) number MUST accompany all incoming repairs. This number may be obtained by calling Customer Support at 1-800-647-4832.
- Customer pays all incoming shipment charges.
- Repair turnaround (non-warranty/non-maintenance) is approximately fifteen (15) business days*, excluding transit (*not including days required to obtain a purchase order for the repairs). All repairs conducted without a maintenance contract are charged as time-and-materials repairs.
- Batteries, cables, and chargers for products covered under warranty or maintenance contract may be replaced at no charge at Neptune's discretion.
- All outgoing repairs are shipped ground service.
- Requested Priority Overnight return shipment is paid by the purchaser.
- Repair warranty is ninety (90) days from shipment date.

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